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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,642	10/16/2001	Peter Melchior	13364/1026	7016
26646	7590	08/06/2008	EXAMINER	
KENYON & KENYON LLP ONE BROADWAY NEW YORK, NY 10004			SHRESTHA, BIJENDRA K	
ART UNIT	PAPER NUMBER			
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>
	09/981,642	MELCHIOR ET AL.
	<b>Examiner</b>	<b>Art Unit</b>
	BIJENDRA K. SHRESTHA	3691

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).

Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(o).

#### **Status**

1) Responsive to communication(s) filed on 24 July 2008.  
 2a) This action is FINAL.      2b) This action is non-final.  
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### **Disposition of Claims**

4) Claim(s) 2,10-13,20,22-24 and 28-44 is/are pending in the application.  
 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
 5) Claim(s) \_\_\_\_\_ is/are allowed.  
 6) Claim(s) 2,10-13,20,22-24 and 28-44 is/are rejected.  
 7) Claim(s) \_\_\_\_\_ is/are objected to.  
 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### **Application Papers**

9) The specification is objected to by the Examiner.  
 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### **Priority under 35 U.S.C. § 119**

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### **Attachment(s)**

1) Notice of References Cited (PTO-892)  
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)  
 3) Information Disclosure Statement(s) (PTO/SB/08)  
 Paper No(s)/Mail Date 08/19/2002, 12/13/2007, 12/21/2007 and 07/24/2008  
 4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date. \_\_\_\_\_.  
 5) Notice of Informal Patent Application  
 6) Other: \_\_\_\_\_



## DETAILED ACTION

### ***Priority***

Acknowledgement is made of applicant's claim for priority to provisional application 60/240,818 filed on 10/16/2000.

### ***Double Patenting***

The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Claims 2, 10-13, 20, 22-24 and 28-44 are provisionally rejected on the ground of nonstatutory double patenting over claims 1, 4, 14-20, 22 and 23 of copending Application No. 09/981626; claims 1-3, 21, and 34-37 of copending Application No. 09/981645; and claims 1, 5, 22-23, 26, and 29 of copending Application No. 09/981637.

Although the conflicting claims are not identical, they are not patentably distinct from each other because '626 application in claims 1, 4, 14-20, 22 and 23, and '645 application in claims 1-3, 21, and 34-37 and '637 in claims 1, 5, 22-23, 26, and 29 teaches the elements in claims 2, 10-13, 20, 22-24 and 28-44 in the instant application.

This is a provisional double patenting rejection since the conflicting claims have not yet been patented.

The subject matter claimed in the instant application is fully disclosed in the referenced copending application and would be covered by any patent granted on that copending application since the referenced copending application and the instant application are claiming common subject matter, as follows:

*means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and for electronically storing the purchase order agreement;*

*means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement;*

*means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement;*

*means for the system evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement;*

*the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement;*

*means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically providing a payment instruction if the seller has been evaluated to have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement; and*

*means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement.*

Furthermore, there is no apparent reason why applicant would be prevented from presenting claims corresponding to those of the instant application in the other copending application. See *In re Schneller*, 397 F.2d 350, 158 USPQ 210 (CCPA 1968). See also MPEP § 804.

#### ***Claim Rejections - 35 USC § 103***

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 2, 10-13, 20 and 22-24 and 28-44 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cornelius et al. U.S. Patent No. 7,069,234 (reference A in attached PTO-892) in view Harrell et al., U. S. Pub No. 2002/0156656 (reference B in attached PTO-892)

3. As per claim 2, Cornelius et al. teach a computerized system for facilitating transactions in goods, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and for electronically storing the purchase order agreement (see Figs 3- 10; where V-trade system provides means for e-procurement (302) and storage of purchase order agreements between a seller and a buyer);

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (see Fig. 23-25);

means for electronically providing an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55),

wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer ( Fig. 25; where insurance for shipping includes shipping information including date and products);

means for electronically evaluating whether the seller has complied with the

seller's obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines 15-31);

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (see Fig 18-20, steps 1808, 1812; where due diligence check is made prior to authorizing payment to seller by the Bank);

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade);

means for determining, based upon one or more shipping terms comprising one or more Inc shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time (see Fig. 25, column 21, lines 16-40; where VTrade Combine Purchase Order Proforma Invoice determines buyer and seller obligations); and

Cornelius et al. further teach means for providing the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods (see Fig. 71; column 33,

lines 30-34; where e-Market automatically provides risk management products (cargo Insurance) through Trade Direct based on information stored in the system).

Cornelius et al. do not teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance.

Harrell et al. teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance (Harrell et al., paragraph [0001]).

Therefore, it would be obvious to one of ordinary skill in the art at the time the invention was made to including means for automatically calculating a cargo insurance premium required to purchase cargo insurance of Cornelius et al. because Harrell et al. teach that incorporating above features would enable to make such system be made available at insurer website and other point of entry (Harrell et al., paragraph [0032]).

4. As per claims 10-13, Cornelius et al. in view of Harrell et al. teach claim 2 as described above. Cornelius et al. further teach the system comprising means for determining that an obligation to pay the insurance premium is must be shared between the seller and the buyer such that each of the seller and the buyer are obligated to pay a specified percentage determined by the system; the cargo insurance, if purchased, must be purchased together by the seller and the buyer through the system such that the seller agrees to pay a first percentage of the premium required to obtain the cargo insurance and the buyer agrees to pay a second percentage of the premium; the first percentage and the second percentage wherein the first percentage and the second percentage are determined to correspond with a ratio of the seller's risk of loss in relation to the one or more goods occurring during shipping and the buyer's

risk of loss in relation to the one or more goods occurring during shipping; and the ratio is determined based upon one or more shipping terms agreed to by the seller and the buyer and electronically stored by the system (see Fig. 25, Terms of Payment and Terms of Insurance; column 21, lines 16-40; where VTrade Combine Purchase Order Proforma Invoice determines buyer and seller obligations).

5. As per claims 20 and 22-23, Cornelius et al. in view of Harrell et al. teach claim 2 as described above. Cornelius et al. teach the system for electronically providing cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55).

The Examiner notes, shipping options and terms, and details of cargo insurance are not functionally related to the substrate of the method. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *Cf. In re Gulack, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983).*, *In re Lowry, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994).*

6. As per claim 24, Cornelius et al. in view of Harrell et al. teach claim 2 as described above.

Cornelius et al. further teach the system wherein the cargo insurance is purchased by one of the seller and the buyer through the system, and wherein the cargo insurance is for the benefit of both the seller and the buyer (see Figs. 25 and 71).

7. As per claim 28, Cornelius et al. teach a computer-implemented method for facilitating transactions in goods, comprising:

receiving terms for a purchase order agreement between a seller and a buyer, the purchase order agreement relating to a transaction in one or more goods (see Fig. 16 and 17; where buyer and seller receives, negotiates and agrees on purchase agreement);

electronically storing the purchase order agreement (see Fig. 18; 1804; where VTrade stores trade documents);

determining the portion of a cargo insurance premium that at least one of the buyer and the seller is obligated to pay according to obligations defined in the purchase order agreement (see Fig. 25; column 21, lines 16-40; where VTrade Combine Purchase Order Proforma Invoice determines buyer and seller obligations);

electronically providing an opportunity for at least one of the seller and the buyer to obtain the cargo insurance (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55); and

Cornelius et al. do not teach calculating a cargo insurance premium required to purchase cargo insurance associated with the transaction.

Harrell et al. teach means for calculating a cargo insurance premium required to purchase cargo insurance associated with the transaction (Harrell et al., paragraph [0001]).

Therefore, it would be obvious to one of ordinary skill in the art at the time the invention was made to including calculating a cargo insurance premium required to

purchase cargo insurance associated with the transaction of Cornelius et al. because Harrell et al. teach that incorporating above features would enable to make such system be made available at insurer website and other point of entry (Harrell et al., paragraph [0032]).

8. As per claim 29, Cornelius et al. in view of Harrell et al. teach claim 28 as described above. Cornelius et al. further teach the method comprising: receiving and storing electronic evidence that the seller has fulfilled at least one obligation defined by the purchase order agreement (see Fig. 23-25; where Purchase Order Proforma (POP) details obligation fulfillment and POP is stored in VTrade).

9. As per claim 30, Cornelius et al. in view of Harrell et al. teach claim 28 as described above. Cornelius et al. further teach the method comprising:

receiving and storing electronic evidence that the buyer has fulfilled at least one obligation defined by the purchase order agreement ( see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade).

10. As per claims 31-32, Cornelius et al. in view of Harrell et al. teach claim 28 as described above. Claims 31-32 are rejected under same rational as claims 10-13 described above.

11. As per claim 33, Cornelius et al. teach a computer-implemented method for facilitating transactions in goods, comprising,

in an electronic system configured to store a purchase order agreement for a transaction between a buyer and a seller for one or more goods (see Fig. 18; 1804; where VTrade stores trade documents as shown in Fig. 6);

receiving and storing electronic evidence that the seller has fulfilled an obligation of the seller defined by the purchase order agreement (see Fig. 23-25);

receiving and storing electronic evidence that the buyer has made one or more payments to fulfill an obligation of the buyer defined by the purchase order agreement (see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade); and

providing an opportunity for at least one of the seller and the buyer to obtain cargo insurance relating to the one or more goods in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55).

12. As per claim 34, Cornelius et al. in view of Harrell et al. teach claim 33 as described above. .

Cornelius et al. do not teach calculating a cargo insurance premium required to purchase the cargo insurance based upon information electronically stored in the system.

Harrell et al. teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance (Harrell et al., paragraph [0001].

Therefore, it would be obvious to one of ordinary skill in the art at the time the invention was made to including means for automatically calculating a cargo insurance

premium required to purchase cargo insurance of Cornelius et al. because Harrell et al. teach that incorporating above features would enable to make such system be made available at insurer website and other point of entry (Harrell et al., paragraph [0032]).

13. As per claims 35-38, Cornelius et al. in view of Harrell et al. teach claim 33 as described above. Claims 35-38 are rejected under same rational as claims 10-13 described above.

14. As per claim 39, Cornelius et al. teach computer-implemented method for facilitating transactions in goods, comprising:

allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and for electronically storing the purchase order agreement (see Fig. 6, Electronic Documents; Fig. 7, steps 714 and 716);

receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (see Fig. 23-25);

electronically providing an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55),.

wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer ( Fig. 25; where insurance for shipping includes shipping information including date and products);

electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines 15-31);

electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (see Fig 18-20, steps 1808, 1812; where due diligence check is made prior to authorizing payment to seller by the Bank);

receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade);

determining, based upon one or more shipping terms comprising one or more Inc shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time (see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade); and

Cornelius et al. further teach providing the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods (see Fig. 71; column 33, lines 30-34; where e-Market automatically provides risk management products (cargo Insurance) through Trade Direct based on information stored in the system).

Cornelius et al. do not teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance.

Harrell et al. teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance (Harrell et al., paragraph [0001].

Therefore, it would be obvious to one of ordinary skill in the art at the time the invention was made to including means for automatically calculating a cargo insurance premium required to purchase cargo insurance of Cornelius et al. because Harrell et al. teach that incorporating above features would enable to make such system be made available at insurer website and other point of entry (Harrell et al., paragraph [0032]).

15. As per claims 40-44, Cornelius et al. in view of Harrell et al. teach claim 39 as described above. Claims 40-44 are rejected under same rational as claims 10-13 described above.

### ***Conclusion***

16. The prior art made of record and not relied upon is considered pertinent to applicant's disclosures. The following are pertinent to current invention, though not relied upon:

Conklin et al. (U.S. Patent No. 6,141,653) teach system for interactive multivariate negotiations over a network.

Giovannoli (U.S. Patent No. 5,842,178) teaches computerized quotation system and method.

Huffman (U.S. Patent No. 5,870,711) teaches method and system for management of cargo claims.

Isaf et al. (U.S. Pub No. 2002/0007340) teach partner relationship management.

Lerner (U.S. Pub No. 2002/0120555) teaches system and method for physicals commodity trading.

Wong (U.S. Patent No. 6,115,690) integrated business-to-business web commerce and business automation system.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Bijendra K. Shrestha whose telephone number is (571)270-1374. The examiner can normally be reached on 8:00AM-4:30PM (Monday-Friday).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

BKS/3691

/Hani M. Kazimi/  
Primary Examiner, Art Unit 3691

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